

Summit Area Economic Growth, Inc. (SAEG)

Summit, SD 57266

Summit Community Hall

Rental/Use Contract

Thank you for your reservation for use of the Summit Community Hall. Please read through all the following information prior to signing the contract.

1. You will be responsible for making arrangements with the City of Summit if you wish to sell or serve alcohol for your event. You must also make arrangements with a representative from SAEG to schedule setup, takedown, use of public address system, use of kitchen, entertainment, decorations, event hours and other necessary planning information.
2. **Sale of Alcohol.** The sale or serving of alcoholic beverages must be pre-approved by the Summit City Council and given the proper permits and security as per the city ordinance. You must have this completed at a city council meeting prior to your event.
3. **Security for Event:** You are responsible for providing adequate security for your event to assure the safety of all the guests and attendees. You must also meet all city requirements for security if alcoholic beverages are served.
4. **General Use.** You are renting the facility and contents and are expected to leave the facility in the same condition as when you arrived. You are responsible for all setup of chairs, tables, decorations and all other needs for your event. You are also responsible to remove all garbage, and other items and decorations brought in for your event as well as putting all tables and chairs and other items in the hall back where you originally moved them from. Your usage fee will include general cleaning of the facility which includes general cleaning of floors, bleachers, bathrooms and kitchen. Any cleaning which we consider beyond "general cleaning" will be your responsibility. Some examples of this would be: graffiti, spills and garbage on floor or bleachers, bodily fluids on floors or on bathroom equipment, anything left on the grounds or outside the facility.
5. **Damage.** Renters shall be financially responsible for any and all damage to the facility including any damage to the floor including scratches and gouges, equipment, tables and chairs, kitchen items, grounds or any other damage that is a result of your usage. Any and all damages will be your responsibility to repair or replace the items damaged. A \$150 damage/cleaning deposit is required. This will be used to cover any costs resulting in minor damages to facility, equipment, tables and chairs, dishes/utensils or other kitchen items, excess garbage to be removed, putting away of table and chairs, removal of other excess items left behind, dirty dishes, additional cleaning, or other that would have changed from how you arrived. You are responsible for any additional costs in excess of the damage/cleaning deposit which result from the use of your event. Upon final inspection of the property we will refund your deposit if the condition of property is acceptable.

6. All renters are responsible for:

- a. Setup and removal of all decorations
- b. Cleaning kitchen equipment used. Washing dishes and putting them away. Cleaning floors, bleachers, kitchen and bathrooms.
- c. Putting up and taking down tables and chairs and putting away anything else they may have used. This is to be done immediately after the event is done. Arrangements must be made to allow for cleanup the next day.
- d. All garbage must be collected and taken out of the facility. There are garbage bins located across the street next to the city shop. Please put garbage in bags and place the bags in the garbage bins, not on the ground.
- e. Thermostat temperature is set at efficiency level. Please turn thermostat back down after your usage.
- f. Turn off all equipment and lights when finished with the facility.
- g. Be sure all doors are locked when exiting the facility.
- h. Return the key as soon as possible at a reasonable time (by the next morning if used late at night)

7. Loss or Damage: In renting, leasing or making available the use of its facilities, SAEG assumes no responsibility for loss or damage to any personal property placed on or brought to the premises by the renter, participants, guests or anyone attending the event.

8. Hold Harmless Agreement: The renter, lesser, or user indemnifies and holds harmless the Summit Area Economic Growth, Inc. (SAEG), all its officers, employees, volunteers, and agents against all claims, losses, or liabilities arising from the use of said facilities arising from but not limited to, the actions of the designed function or activity but also from the general use of the facility.

9. Insurance: SAEG may require an applicant to show proof of insurance to protect SAEG against liability as may be associated with the usage. The absence of such requirement being applied to any use shall not negate responsibility as stipulated in paragraphs 7 and 8.

10. Activities: SAEG reserves the right to control all activities and to eject any person(s) disregarding the rules and regulation of the facility. In such case, there will be no refund of fees.

11. Laws: The renter shall abide by all local ordinances as well as state and federal laws.

12. Equipment use: No equipment including tables and chairs can be removed from the facility without prior approval from SAEG.

13. Discount or waiver of rental fees: It is the policy of SAEG to grant fee waivers or reduced fees to medical hardship events, local fund raising events, or other events deemed worthy of a waiver or fee reduction. Waivers will be considered upon a written request which must be made at least 30 days prior to the event. The waiver will be considered at a regular SAEG monthly meeting.

14. All questions: Any questions or suggestions can be heard at a regular scheduled SAEG monthly meeting. Our meetings are held on the last Wednesday of each month and are posted in the Summit School announcements as well as the Fog Fest SAEG website and face book page.

Please complete the following:

Summit Community Hall Rental Contract

Renter's Name _____ Event Name _____

Mailing Address _____ City/State _____

Phone Number _____

Event Date(s) _____ Beginning and ending times _____

Preferred setup date _____ Setup time _____ take down time _____

Date you will pick up access key _____ Need public address system _____

Check as Apply:

_____ Alcohol serving event (\$200.00 rent + \$150.00 deposit)

_____ Non-Alcohol serving event (\$200.00 rent + \$150.00 deposit)

_____ Additional day(s) of event usage (\$50.00 per day)

_____ Private/family event (no more than 4 hours – 50 people or less \$100.00)

_____ Gym use small group (no more than 2 hours – 25 people or less \$20.00)

_____ Standard open gym/family use (no more than 2 hours – 5 people or less \$5.00)

_____ Special Event or apply for reduced rate – must be pre-approved at SAEG meeting.

Make checks payable to SAEG. A separate check is needed for the damage deposit. (Hours and number of people for usage of facility is suggested)

Hold Harmless Agreement

The renter of the Community Hall, _____ shall indemnify and hold harmless the Summit Area Economic Growth Corporation and its agents, members, directors, employees, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from any act, any accident, injury, or damage whatsoever occurring in or at the Community Hall. The renters, _____, hereby expressly indemnifies the SAEG, Inc. for the consequences of any negligent act or omission of the SAEG, Inc. its agents, directors, employees, and volunteers unless such act or omission constitutes gross negligence or intentional misconduct.

I have read, understand, and agree to the terms of this rental contract and agreement.

Renters Signature _____ SAEG Signature _____ Date _____